LABOR UNIONS — SHERMAN ACT — LAWFUL METHODS OF UNIONIZATION. — At the suit of a West Virginia coal company, the District Court for Indiana enjoined the defendants, officers of the United Mine Workers resident in Indiana, from further unionization of the non-union coal fields of Mingo County, West Virginia, and Pike County, Kentucky, as in violation of the Sherman Act. The defendants appealed to the Circuit Court of Appeals for the Seventh Circuit. *Held*, that the preliminary injunction be modified so as to check merely the illegal interfering acts set forth in the affidavits. *Gasaway* v. *The Borderland Coal Corporation*, U. S. Circ. Ct. of Appeals, 7th Circ., Dec. 15, 1921.

For a discussion of the principles involved, see NOTES, *supra*, p. 459.

LANDLORD AND TENANT — ASSIGNMENT AND SUBLETTING — RIGHT OF GRANTEE OF REVERSION TO ENTER FOR CONDITION BROKEN PRIOR TO GRANT. — X leased certain land to the defendant, the lease containing a covenant by the lessee not to erect certain buildings, and a provision for re-entry on breach of covenant. The defendant broke the covenant. X, without having waived the breach, conveyed the premises to the plaintiff "subject to and with the benefit of the lease." The plaintiff knew of the breach. A statute allows rights of entry for covenants already broken to be assigned. (1 & 2 GEO. 5, c. 37, § 2.) The plaintiff seeks to re-enter. *Held*, that judgment be entered for the defendant. *Davenport* v. *Smith*, [1921] 2 Ch. 270.

This case is the latest manifestation of the apparently implacable hostility of the English courts to the assignment of rights of entry for condition broken. Originally they fell under the common-law principle which forbade the assignment of any chose in action, to prevent champerty. See 1 TIFFANY, LANDLORD AND TENANT, § 149 (b). A statute made rights of entry transferable with the reversion after estates for life and years. 32 HEN. 8, c. 34. But the statute was held not to apply if the condition was already broken at the time of the assignment. *Lewes* v. *Ridge*, Cro. Eliz. 863. A later statute made future interests, including rights of entry, assignable. 8 & 9 VICT., c. 106, § 6. But this statute again was partially construed away. *Hunt* v. *Bishop*, 8 Ex. 675, 680. Now another statute expressly allows the transfer of rights of entry for conditions already broken. 1 & 2 GEO. 5, c. 37, § 2. The principal case weakens its effect by holding that the breach is waived by accepting an assignment of the premises "subject to and with the benefit of the lease." When a condition is broken, the reversioner may elect to enter or to treat the tenancy as continuing. See *Green's Case*, Cro. Eliz. 3; *Ward* v. *Day*, 4 B. & S. 337. See also 2 TIFFANY, LANDLORD AND TENANT, § 194 (i) c & f. The court holds that the plaintiff has manifested a choice of the latter alternative. Certainly mere acceptance of the assignment is not an election, and it is hard to see that the words used add anything to the acceptance.

LEGACIES AND DEVISES — CLASSIFICATION — BEQUEST OF AMOUNT OF STOCK OWNED BY TESTATOR. — The testatrix left a will bequeathing to her father "£948 3 s 11 d Queensland 3½ per cent. Inscribed Stock" and to her mother "£613 18 s 11 d Victoria 3½ per cent. Consolidated Stock and £300 Queensland 3 per cent. Stock." At the date of the will she was possessed of the exact three sums of stock and no more. Later she disposed of these and at her death owned no stock whatever. A summons was issued to determine whether the legacies are general or specific. *Held*, that the legacies are general. *In re Willcocks*, [1921] 2 Ch. 327.

It is said that, in determining whether a legacy is general or specific, the intent of the testator is controlling. See *Humphrey* v. *Robinson*, 52 Hun, 200, 204, 5 N. Y. Supp. 164, 166. But the accuracy of this statement is open to question. Because specific legacies are subject to ademption, courts have de-

veloped a tendency to construe legacies as general. See 2 ALEXANDER, WILLS, § 646. A clear intent to the contrary is required to overcome this leaning. *Matter of Security Trust Co.*, 221 N. Y. 213, 116 N. E. 1006. So if there is a legacy of a specified amount or number of shares of stock, and it appears that the testator never possessed stock to the amount of the legacy, it is held general. *Purse* v. *Snaplin*, 1 Atk. 414. The same is usually held of a bequest of an amount equal to that possessed by the testator at the date of the will. *Snyder's Estate*, 217 Pa. St. 71, 66 Atl. 157; *Dryden* v. *Owings*, 49 Md. 356; *Tifft* v. *Porter*, 8 N. Y. 516; *Simmons* v. *Vallance*, 4 Bro. C. C. 345; *Robinson* v. *Addison*, 2 Beav. 515. See 1 ROPER, LEGACIES, 4 ed., 205 *et seq.* *Contra*, *Jewell* v. *Appolonio*, 75 N. H. 317, 74 Atl. 250. And see *New Albany Trust Co.* v. *Powell*, 29 Ind. App. 494, 64 N. E. 640. Where such amount is in round numbers, it may be that no sufficient intent that the legacy be specific is shown. But where the amount is odd, it seems that the inference of fact is sufficiently strong to turn the balance, and to convince the court that the testator is dealing with the actual stock he owns. See *Waters* v. *Hatch*, 181 Mo. 262, 79 S. W. 916; *Martin, Petitioner*, 25 R. I. 1, 54 Atl. 589; *Jeffreys* v. *Jeffreys*, 3 Atk. 120. See 14 COL. L. REV. 74. But see 1 ROPER, *op. cit.*, 212.

LIENS — LOSS OF LIEN — ATTACHMENT AT SUIT OF LIENHOLDER — RETENTION OF POSSESSION AFTER DISSOLUTION OF ATTACHMENT. — The defendant, who held a motor boat under a lien for repair charges, attached it in a suit against the owner. The sheriff left the motor boat on the defendant's premises, taking his receipt therefor. The plaintiff, upon being appointed receiver of the assets of the owner, procured the dissolution of the attachment. He now sues for possession of the boat, and the defendant sets up his lien. *Held*, that the plaintiff recover the boat. *Fidelity & Deposit Co. of Maryland* v. *Johnson*, 275 Fed. 112 (E. D. Mich.).

When property subject to a lien is attached at the suit of the lienholder and actually taken into possession by the officer, the lien, being dependent upon possession, is lost. *Cf. Swett* v. *Brown*, 5 Pick. (Mass.) 178. See STORY, AGENCY, 9 ed., § 367. See also 12 HARV. L. REV. 571. If, as in the principal case, the lienholder retains the goods, he holds them as bailee for the sheriff and must deliver to the latter upon demand. *Irey* v. *Gorman*, 118 Wis. 8, 94 N. W. 658; *Stannard* v. *Tillotson*, 88 Vt. 1, 90 Atl. 950. He thus ceases to claim simply under his lien and renders himself unable to respond immediately to a proper tender. Such possession may rightly be considered insufficient to continue the lien. *Citizens' Bank of Greenfield* v. *Dows*, 68 Iowa, 460, 27 N. W. 459; *Jacobs* v. *Latour*, 5 Bing. 130. *Contra*, *Lambert* v. *Nicklass*, 45 W. Va. 527, 31 S. E. 951. The lien being gone, it is the sheriff's duty, upon dissolution of the attachment, to deliver the goods to the receiver. Since such delivery has not yet been made, the sheriff may still hold the defendant liable upon his receipt. See *Fitch* v. *Chapman*, 28 Conn. 257, 261; *Berry* v. *Flanders*, 69 N. H. 626, 627, 45 Atl. 591, 592. The latter, therefore, is not restored to possession under a claim of lien. Even if he were, the lien, once lost, would be held, on common-law principles, not to revive. *Cf. Ford Motor Co.* v. *Freeman*, 168 S. W. 80 (Tex. App.); *Hartley* v. *Hitchcock*, 1 Starkie, 408. The court reaches a technically correct and desirable result. The former lienholder would otherwise retain his advantage over other creditors merely because the sheriff had chosen to leave the attached property with him.

MASTER AND SERVANT — WORKMEN'S COMPENSATION ACTS — RIGHT OF EMPLOYER TO REDUCE COMPENSATION BY AMOUNT RECEIVED BY EMPLOYEE FROM INJURING PARTY. — The Iowa Workmen's Compensation Act provides that where an employee receives an injury which "was caused under circum-